

C. RESALE**I. Wholesale Discount for Resale of Retail Telecommunications Services¹**

Resale of retail services if Cavalier provides own operator services platform	21.30%
Resale of retail services if Cavalier uses Verizon operator services platform	18.50%

¹ Excludes telecommunications services designed primarily for wholesale, such as switched and special exchange access service, and, subject to the Resale section of the Agreement the following additional arrangements that are not subject to resale: limited duration (90 days or less) promotional offerings, public coin telephone service, and technical and market trials. Taxes shall be collected and remitted by the reseller and Verizon in accordance with legal requirements and as agreed between the Parties. Surcharges (e.g., 911, telecommunications relay service, universal service fund) shall be collected by the reseller and either remitted to the recipient agency or NECA, or passed through to Verizon for remittance to the recipient agency or NECA, as appropriate and agreed between the Parties. End user common line charges shall be collected by the reseller and remitted to Verizon.

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
D. OPERATION SUPPORT SYSTEMS		
1. Pre-Ordering	\$.24/Query	Not Applicable
2. Ordering	\$3.83/Transaction	Not Applicable
3. Provisioning	Included in Ordering	Not Applicable
4. Maintenance & Repair EB/OSI Access	\$1 16/Trouble Ticket	Not Applicable
5. Billing		
a. CD-ROM	\$245.05/CD-ROM /Month	Not Applicable
b. Call Detail		
b.1. Existing Message	\$.000246/Message	Not Applicable
Recording		
b.2. Delivery of Call Detail		
Data Tape	\$20.05/Tape	Not Applicable
Network Data Mover	\$.000093/Message	Not Applicable
CMDS	\$.000093/Message	Not Applicable
b.3. Call Detail Transport		
Communication Ports		
9.6 kb Communications Port	\$116.83/Month	Not Applicable
56 kb Communications Port	\$483.91/Month	Not Applicable
256 kb Communications Port	\$804.90/Month	Not Applicable
T1 Communications Port	\$2,872.12/Month	Not Applicable
Port Maintenance		
9.6 kb Communications Port	\$10.17/Month	Not Applicable
56 kb Communications Port	\$28.08/Month	Not Applicable
256 kb Communications Port	\$28.08/Month	Not Applicable

EXHIBIT A

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
T1 Communications Port	\$356.61/Month	Not Applicable
d. CABS Billing		
CABS Billing per Bill Entry	\$108/Bill Entry	Not Applicable
3. Computer Processing Usage (CPU) per Customer		
Data Transmission (CMDS and Tape)	\$1.18/Customer	Not Applicable
Line Installation	\$1.18/Customer	Not Applicable
Network Control Program Coding	\$1.18/Customer	Not Applicable
Port Set Up	\$1.18/Customer	Not Applicable
E. 911/E911		
Transport	Per Section B. Above	
Data Entry and Maintenance	No Charge	
F. Time and Materials		
Service Technician (service work on unbundled loops outside of the Central Office)	Not Applicable	\$6.47/Service Order \$27.35/Premises Visit \$11.74 Labor Charge/ Quarter Hour After First Quarter Hour
Labor - CO Technician	Not Applicable	\$11.15 per Quarter Hour
G. Directory Listings & Books		
Primary Listings	No Charge	
Additional Tariffed Listing Services	Per applicable Tariff (including, but not limited to, Verizon-VA SCC 203 sec. 3 as amended from time to time	Per applicable Tariff (including, but not limited to, Verizon-VA SCC 203 sec. 4 as amended from time to time
	Retail Rates less Wholesale Discount	Retail Rates less Wholesale Discount
Books & delivery (annual home area directories only)	No charge for normal numbers of books delivered to end users; bulk deliveries to Cavalier per separate arrangement	

2. Cavalier SERVICES, FACILITIES, AND ARRANGEMENTS:

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
I. Reciprocal Compensation Traffic Termination		
Traffic Delivered at End Office	\$.000927/MOU	Not Applicable
Traffic Delivered at Tandem	\$.001590/MOU	Not Applicable
II. Exchange Access Service		
Interstate	Per Cavalier FCC exchange access tariff as amended from time to time.	
Intrastate	Per Cavalier VA tariff exchange access tariff as amended from time to time.	
III. Entrance Facilities and Transport for Interconnection		
	Per Cavalier Access Services Tariff SCC VA No. 10 as amended from time to time.	
IV. All Other Cavalier Services Available to Verizon for Purposes of Effectuating Local Exchange Competition		
	Available at Cavalier's tariffed or otherwise generally available rates.	

EXHIBIT B

NETWORK ELEMENT BONA FIDE REQUEST PROCESS

1.0 Any request by Cavalier for access to a Verizon unbundled Network Element or Combination that is not already available and that Verizon is required by Applicable Law to provide shall be treated as a Network Element Bona Fide Request pursuant to this Exhibit B.

1.1 Notwithstanding anything to the contrary in this Exhibit B, Verizon shall not be required to provide a proprietary Network Element to Cavalier under this Exhibit B except as required by Applicable Law.

2.0 The following process shall be used to promptly consider and analyze requests for Network Elements and Combinations required to be provided under Applicable Law which are not specifically identified in this Agreement. These requests shall hereinafter be referred to as "Network Element Bona Fide Requests." The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.

3.0 A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element or Combination.

4.0 Within ten (10) business days of its receipt, Verizon shall acknowledge receipt of the Network Element Bona Fide Request.

5.0 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, Verizon shall provide to Cavalier a preliminary analysis in writing of such Network Element Bona Fide Request (hereinafter referred to as a "Preliminary Analysis") at no charge to Cavalier. The Preliminary Analysis shall (i) state whether Verizon will offer access to the Network Element or Combination or (ii) provide an explanation that access to the Network Element or Combination is not technically feasible and/or that the request does not qualify as a Network Element or Combination that is required to be provided by Verizon under Applicable Law.

6.0 If Verizon determines that the provision of a Network Element or Combination requested in the Network Element Bona Fide Request is technically feasible and is required to be provided under Applicable Law, it shall proceed with developing the Network Element Bona Fide Request upon written authorization from Cavalier. When it receives such written authorization, Verizon shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals. Within 90 days of its receipt of such request by Cavalier to proceed with developing the Network Element Bona Fide Request, Verizon shall provide a quote for the Network Element or Combination requested, including a description of each Network Element or Combination, its availability, applicable prices and installation intervals (hereinafter referred to as a "BFR Quote").

7.0 Unless the Parties otherwise agree, the Network Element or Combination requested must be priced in accordance with Section 252(d)(1) of the Act.

8.0 Within thirty (30) days of its receipt of the BFR Quote, the Cavalier must either confirm its order for the Network Element Bona Fide Request pursuant to the BFR Quote or seek relief pursuant to the Dispute Resolution Process set forth in Section 28.11.

9.0 If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may seek relief pursuant to the Dispute Resolution Process set forth in Section 28.11.

10.0 Cavalier may cancel its Network Element Bona Fide Request at any time but shall pay Verizon's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.

End Office Interconnection Arrangements
Between Cavalier and Verizon
for the Commonwealth of Virginia
As of May 30, 2003

LATA 236
Herndon Switch
HRNDVA13DS0

Cavalier's Collocation Arrangements at Verizon's End Offices	Corresponding POI within the LATA	Verizon PPU as of Effective Date	Number of Two-Way Transport Facilities as of Effective Date	Mileage Between Cavalier's Collocation Arrangement and Corresponding POI	Originating V/FX Factor	Terminating V/FX Factor
ALXNVAADHPK	ARTNVAAR	60	2 DS1s	6	0	0
ALXNVAAXHPP	ARTNVAAR	60	1 DS1s	5	0	0
ALXNVABAHPM	ARTNVAAR	60	1 DS1s	3	0	0
ALXNVABRHPE	ARTNVAAR	60	0 DS1s	7	0	0
ALXNVACNHPK	ARTNVAAR	60	1 DS1s	6	0	0
ALXNVAFRHPE	ARTNVAAR	60	1 DS1s	8	0	0
ALXNVAMVHPG	ARTNVAAR	60	1 DS1s	11	0	0
ARTNVAARHPV	ARTNVAAR	60	2 DS1s	0	0	0
ARTNVACKHPN	ARTNVAAR	60	1 DS1s	2	0	0
ARTNVACYHPC	ARTNVAAR	60	0 DS1s	3	0	0
ARTNVAFCHPK	ARTNVAAR	60	2 DS1s	4	0	0
CNVIVACTHPQ	ARTNVAAR	60	4 DS1s	17	0	0
FLCHVAMFHPJ	ARTNVAAR	60	3 DS1s	8	0	0
FRFXVABFHPJ	ARTNVAAR	60	2 DS1s	11	0	0
FRFXVAFFHPP	ARTNVAAR	60	3 DS1s	12	0	0
HRNDVAHEHPQ	ARTNVAAR	60	3 DS1s	18	0	0
HRNDVASTHPJ	ARTNVAAR	60	2 DS1s	19	0	0
MCLNVALVHPR	ARTNVAAR	60	4 DS1s	7	0	0
RSTNVAFMHPK	ARTNVAAR	60	2 DS1s	15	0	0
SPFDVASPHPJ	ARTNVAAR	60	2 DS1s	10	0	0
VINNVAVNHPK	ARTNVAAR	60	1 DS1s	10	0	0

LATA 236

Washington DC Switch

WASJDCDBDS1

Cavaliar's Collocation Arrangements at Verizon's End Offices	Corresponding POI within the LATA	Verizon PPU as of Effective Date	Number of Two-Way Transport Facilities as of Effective Date	Mileage Between Cavaliar's Collocation Arrangement and Corresponding POI	Originating V/FX Factor	Terminating V/FX Factor
				VA		
ALXNVAADHPK	ARTNVAAR	60	2 DS1s	6	0	0
ALXNVAAXHPP	ARTNVAAR	60	2 DS1s	5	0	0
ALXNVABAHPM	ARTNVAAR	60	2 DS1s	3	0	0
ALXNVACNHPK	ARTNVAAR	60	1 DS1s	6	0	0
ALXNVAMVHPG	ARTNVAAR	60	1 DS1s	11	0	0
ARTNVAARHPV	ARTNVAAR	60	1 DS1s	0	0	0
ARTNVACKHPN	ARTNVAAR	60	1 DS1s	2	0	0
ARTNVAFCHPK	ARTNVAAR	60	1 DS1s	4	0	0
CNVIVACTHPQ	ARTNVAAR	60	3 DS1s	17	0	0
FLCHVAMFHPJ	ARTNVAAR	60	3 DS1s	8	0	0
FRFXVABFHPJ	ARTNVAAR	60	1 DS1s	11	0	0
HRNDVAHEHPQ	ARTNVAAR	60	2 DS1s	18	0	0
RSTNVAFMHPK	ARTNVAAR	60	2 DS1s	15	0	0
ALXNVAFRHPE	ARTNVAAR	60	1 DS1s	8	0	0
ARTNVAARHRH	ARTNVAAR	60	2 DS1s	0	0	0
FRFXVAFFHPP	ARTNVAAR	60	2 DS1s	12	0	0
HRNDVASTHPJ	ARTNVAAR	60	2 DS1s	18	0	0
MCLNVALVHPR	ARTNVAAR	60	3 DS1s	7	0	0
SPFDVASHPJ	ARTNVAAR	60	2 DS1s	10	0	0
VINNVAVNHPK	ARTNVAAR	60	2 DS1s	10	0	0

LATA 248
Richmond Switch
RCMDVAUIDS0

Cavalier's Collocation Arrangements At Verizon's End Offices	Corresponding POI within the LATA	Verizon PPU as of Effective Date	Number of One-Way Transport Facilities as of Effective Date	Mileage Between Cavalier's Collocation Arrangement and Corresponding POI	Originating V/FX Factor	Terminating V/FX Factor
BTHIVABTHPA	RCMDVAGR	NA	5 DS1s	15	0	0
CHESVACRHPG	RCMDVAGR	NA	6 DS1s	13	0	0
MCHVVAMVHPE	RCMDVAGR	NA	5 DS1s	6	0	0
MDLTVAMDHHPA	RCMDVAGR	NA	11 DS1s	13	0	0
RCMDVACGHPH	RCMDVAGR	NA	3 DS1s	8	0	0
RCMDVAGKHPE	RCMDVAGR	NA	4 DS1s	10	0	0
RCMDVAGRHPG	RCMDVAGR	NA	32 DS1s	0	0	0
RCMDVAGYHGC	RCMDVAGR	NA	4 DS1s	14	0	0
RCMDVAHRHPE	RCMDVAGR	NA	4 DS1s	6	0	0
RCMDVAHSHPA	RCMDVAGR	NA	1 DS1s	8	0	0
RCMDVALSHPE	RCMDVAGR	NA	5 DS1s	7	0	0
RCMDVAPEHPN	RCMDVAGR	NA	12 DS1s	10	0	0
RCMDVAPSHPL	RCMDVAGR	NA	5 DS1s	7	0	0
RCMDVARAHPG	RCMDVAGR	NA	4 DS1s	4	0	0
RCMDVASRHPE	RCMDVAGR	NA	6 DS1s	3	0	0
SNTNVASSHPA	RCMDVAGR	NA	2 DS1s	7	0	0
RCMDVAHLHPF	RCMDVAGR	NA	4 DS1s	4	0	0
FCMDVASNHPA	RCMDVAGR	NA	2 DS1s	3	0	0

LATA 248
Richmond Switch
RCMDVAZODS0

Cavalier's Collocation Arrangements at Verizon's End Offices	Corresponding POI within the LATA	Verizon PPU as of Effective Date	Number of Two-Way Transport Facilities as of Effective Date	Mileage Between Cavalier's Collocation Arrangement and Corresponding POI	Originating V/FX Factor	Terminating V/FX Factor
BTHIVABTHPA	RCMDVASR	60	7 DS1s	15	0	0
CHESVACRHP	RCMDVASR	60	7 DS1s	14	0	0
MCHVVAMVHPE	RCMDVASR	60	5 DS1s	6	0	0
MDLTVAMDHPA	RCMDVASR	60	8 DS1s	11	0	0
RCMDVACGHVA	RCMDVASR	60	10 DS1s	8	0	0
RCMDVAGKHPE	RCMDVASR	60	5 DS1s	8	0	0
RCMDVAGRHPG	RCMDVASR	60	19 DS1s	3	0	0
RCMDVAGYHGC	RCMDVASR	60	4 DS1s	12	0	0
RCMDVAHLHPF	RCMDVASR	60	7 DS1s	4	0	0
RCMDVAHRHPE	RCMDVASR	60	9 DS1s	4	0	0
RCMDVAHSHPA	RCMDVASR	60	3 DS1s	6	0	0
RCMDVAITHPA	RCMDVASR	60	20 DS1s	7	0	0
RCMDVALSHPE	RCMDVASR	60	9 DS1s	5	0	0
RCMDVAPEHCH	RCMDVASR	60	10 DS1s	8	0	0
RCMDVAPSHPL	RCMDVASR	60	11 DS1s	8	0	0
RCMDVARAHPC	RCMDVASR	60	9 DS1s	6	0	0
RCMDVASNHPA	RCMDVASR	60	8 DS1s	3	0	0
RCMDVASRHPE	RCMDVASR	60	15 DS1s	0	0	0
SNTNVASSHPA	RCMDVASR	60	4 DS1s	9	0	0

SCHEDULE 4.2.7

**Norfolk Switch
NRFLVA68DS0**

Cavalier's Collocation Arrangements at Verizon's End Offices	Corresponding POI within the LATA	Verizon PPU as of Effective Date	Number of Two-Way Transport Facilities as of Effective Date	Mileage Between Cavalier's Collocation Arrangement and Corresponding POI	Originating V/FX Factor	Terminating V/FX Factor
CHSKVAGUHPA	NRFLVABS	60	5 DS1s	3	0	0
HMPNVAAABHPC	NRFLVABS	60	10 DS1s	15	0	0
HMPNVAQNHPF	NRFLVABS	60	8 DS1s	13	0	0
HMPNVAWDHPA	NRFLVABS	60	5 DS1s	15	0	0
NRFLVABLHPC	NRFLVABS	60	4 DS1s	5	0	0
NRFLVABSHPG	NRFLVABS	60	15 DS1s	0	0	0
NRFLVASPHPE	NRFLVABS	60	11 DS1s	4	0	0
NRFLVAWCHPC	NRFLVABS	60	7 DS1s	5	0	0
NWNWVAHUHPC	NRFLVABS	60	8 DS1s	12	0	0
NWNWVAHVHPA	NRFLVABS	60	6 DS1s	17	0	0
NWNWVAJFHPC	NRFLVABS	60	8DS1s	24	0	0
VRBHVACCHPC	NRFLVABS	60	8 DS1s	8	0	0
VRBHVAGNHPA	NRFLVABS	60	3 DS1s	14	0	0
VRBHVAILHPA	NRFLVABS	60	4 DS1s	8	0	0
VRBHVAI RHPE	NRFLVABS	60	7 DS1s	6	0	0
VRBHVAPTHPC	NRFLVABS	60	11 DS1s	12	0	0
VRBHVARCHPA	NRFLVABS	60	5 DS1s	9	0	0
VRBHVAVBHPA	NRFLVABS	60	5 DS1s	12	0	0
WLBGVAWMHPE	NRFLVABS	60	7 DS1s	37	0	0
NRFLVAGSHPA	NRFLVABS	60	6 DS1s	7	0	0

LATA 252
Richmond Switch
RCMDVAUIDS0

Cavalier's Collocation Arrangements at Verizon's End Offices	Corresponding POI within the LATA	Verizon PPU as of Effective Date	Number of One-Way Transport Facilities as of Effective Date	Mileage Between Cavalier's Collocation Arrangement and Corresponding POI	Originating V/FX Factor	Terminating V/FX Factor
NRFLVABSHPG	NRFLVABS	NA	18 DS1s	0	0	0
VRBHVACCHPC	NRFLVABS	NA	1 DS1s	8	0	0
VRBHVAIRHPE	NRFLVABS	NA	1 DS1s	6	0	0
VRBHVAVBHPA	NRFLVABS	NA	1 DS1s	12	0	0
VRBHVAPTHPC	NRFLVABS	NA	1 DS1s	12	0	0

SCHEDULE 5.6

Bills

1. Issuance of Bills - General

1.1 Verizon and Cavalier will issue all bills in accordance with the terms and conditions set forth in this Agreement. Verizon and Cavalier will establish monthly billing dates ("Bill Date") for each Billing Account Number ("BAN"), which Bill Date shall be the same day month to month. Each BAN shall remain constant from month to month, unless changed as agreed to by the Parties. Each Party shall provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The Parties will provide one billing invoice associated with each BAN.

1.2 Intentionally omitted.

1.3 Each Party will provide the other Party written notice of which bills are to be deemed the official bills to assist the Parties in resolving any conflicts that may arise between the official bills and other bills received via a different media which purportedly contain the same charges as are on the official bill. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.

1.4 Cavalier and Verizon shall provide each other reasonable notice if a billing transmission is received and cannot be processed. Such transmission shall be corrected and resubmitted to the other Party, at the resubmitting Party's sole expense, in a form that can be processed. If the fault in the transmission is due to an error by the billing Party, the payment due date for such resubmitted transmission(s) will be thirty (30) days from the date of the corrected transmission.

2. Electronic Transmissions

2.1 Verizon and Cavalier agree that each Party will transmit billing information and data in CABS:BOS format electronically via Connect:Direct to the other Party at the location specified by such Party. The Parties agree that a T1.5 or 56kb circuit for Connect: Direct is required. Cavalier data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If Verizon has an established Connect: Direct link with Cavalier, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. Verizon must provide Cavalier its Connect: Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via Connect:Direct. Cavalier will supply to Verizon its RACF ID and password before the first transmission of data via Connect:Direct. Each Party shall provide to the other Party, in written form, all applicable dataset format information. Any changes to either Party's Connect: Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.

3. Tape or Paper Transmissions

3.1 In the event that electronic transmission of billing information and data via Connect:Direct is unavailable due to service outage, or as otherwise mutually agreed to by the Parties, the Parties will transmit billing information and data to each other via cartridge tape, paper or such other medium as agreed to by Cavalier and Verizon for the duration of the service outage. Within a reasonable time period following service restoration, electronic transmission of billing information and data via Connect:Direct shall resume. Each Party shall notify the other Party of the correct billing address(es).

4. Testing Requirements

4.1 At least fifteen (15) days prior to either Party sending the other Party a mechanized bill for the first time via electronic transmission, or at least fifteen (15) days prior to changing mechanized formats, Verizon shall send to Cavalier bill data in the appropriate mechanized format for testing to ensure that the bills can be processed.

4.2 During the testing period, the billing Party shall transmit to the other Party billing data and information via paper transmission.

5. Additional Requirements

5.1 The Parties agree that if the billing Party transmits data to the other Party in a mechanized format, the billing Party will also comply with the following specifications:

- a. The BAN shall not contain embedded spaces or low values.
- b. The Bill Date shall not contain spaces or non-numeric values.
- c. Each bill must contain at least one detail record.
- d. Any "From" Date should be less than the associated "Through" Date and neither date can contain spaces.

6. Bill Accuracy Certification

The Parties agree that in order to ensure the proper performance and integrity of the entire billing process, each Party will be responsible and accountable for transmitting to the other Party an accurate and current bill. The Parties may mutually agree to implement control mechanisms and procedures to render a bill that accurately reflects the Unbundled Network Element, Combination, Interconnection or Resold Service ordered and used by the other Party.

SCHEDULE 5.6.7

APPLICABLE FACTORS

Traffic Factor 1 and Traffic Factor 2 may be reported at the state or LATA level.

FOR TRAFFIC ORIGINATING FROM:	AND TERMINATING TO:	LATA	TRAFFIC FACTOR 1 (%)	TRAFFIC FACTOR 2 (%)
Verizon	Cavalier	ALL	The percentage currently in use as of the Effective Date of this Agreement.	The percentage currently in use as of the Effective Date of this Agreement.
Cavalier	Verizon	ALL	The percentage currently in use as of the Effective Date of this Agreement.	The percentage currently in use as of the Effective Date of this Agreement.

SCHEDULE 11

ACCESS TO OPERATIONS SUPPORT SYSTEMS

1.0 Definitions

As used in this Schedule 11, the following terms shall have the meanings stated below:

1.1 “Verizon Operations Support Systems” or “Verizon OSS” means Verizon interfaces for access to pre-ordering, ordering/provisioning, maintenance and repair, and billing generally available to all CLECs.

1.2 “Verizon OSS Services” means access to Verizon Operations Support Systems functions of Pre-Ordering, Ordering/Provisioning, Maintenance and Repair, and Billing. The term “Verizon OSS Services” includes, but is not limited to: (a) Verizon’s provision of Call Detail Information to Cavalier pursuant to this Agreement; and, (b) “Verizon OSS Information”, as defined in Section 1.3 below.

1.3 “Verizon OSS Information” means any information accessed by, or disclosed or provided to, Cavalier through or as a part of Verizon OSS Services. The term “Verizon OSS Information” includes, but is not limited to: (a) any Customer Information related to a Verizon Customer or a Cavalier Customer accessed by, or disclosed or provided to, Cavalier through or as a part of Verizon OSS Services; and, (b) any Cavalier Call Detail Information (as defined in Section 1 of the General Terms and Conditions) accessed by, or disclosed or provided to, Cavalier.

2.0 General Conditions

2.1 This Schedule 11 sets forth the terms and conditions under which Verizon will provide electronic access to the following Verizon Operations Support Systems and Verizon OSS Services. Verizon will provide such access to Cavalier through the interfaces listed below or any other generally available Verizon OSS interfaces (e.g., Web GUI) for pre-ordering, ordering, provisioning, maintenance and repair, and billing in accordance with guidelines published by Verizon and which are consistent with the Change Management Process described below.

Interface	Function
CORBA	Pre-order
EDI	Ordering, Provisioning
EBI	Maintenance & Repair
Connect:Direct	Billing

2.2 Cavalier agrees to access the Verizon OSS and utilize Verizon OSS Services, only for the purposes of establishing and maintaining Services provided to

Cavalier by Verizon. Except as may be mutually agreed to by the Parties in writing, Cavalier agrees that such use will comply with the security requirements of Verizon.

2.3 By accessing customer service records pursuant to this Schedule, Cavalier represents and warrants that it has obtained any customer authorization or approval (written, verbal or electronic) required by Applicable Law in order to receive such information. Cavalier shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC regulations thereunder) and in accordance with Section 18.3.

2.4 Verizon will provide Cavalier with access to Verizon OSS in accordance with Verizon's published availability schedule, subject to changes to such schedule made in accordance with the Change Management Process.

2.5 Each Party shall provide designated contacts for technical issues related to this Schedule. Verizon shall also publish or otherwise provide to Cavalier toll-free nation-wide telephone numbers (and applicable hours of operation) which will be answered by capable staff trained to answer questions and resolve technical problems related to this Schedule or other matters associated with the provision of Verizon OSS Services.

2.6 Verizon and Cavalier may, upon mutual agreement jointly establish interface contingency plans for access to Verizon OSS.

2.7 The Parties agree that the Change Management Process as established between Verizon and participating CLECs, as may be amended from time to time, will be used to manage changes to Verizon OSS interfaces. For purposes of this Schedule, "Change Management Process" means the documented process that Verizon and CLECs follow to facilitate communication about Verizon OSS changes, new interfaces and retirement of old interfaces, as well as the implementation timeframes; which includes such provisions as a developmental view, release announcements, comments and reply cycles, new entrant and new release testing processes and regularly scheduled change management meetings.

2.8 Notwithstanding any other provision of this Agreement, if any provision contained in this Schedule 11 (and/or Section 11.6 of this Agreement) conflicts with any term or condition of the Application of GTE Corporation, Transferor and Bell Atlantic Corporation, Transferee, Memorandum Opinion and Order, Appendix D, CC Docket No. 98-184, FCC 00-221 (rel. June 16, 2000) ("Merger Conditions") or otherwise would require Verizon, prior to the time period contained in the Merger Conditions or in a manner inconsistent with the Merger Conditions, to implement any Verizon OSS process, interface, or business rule, including but not limited to the Change Management Process, or any Verizon OSS Services as those terms are defined in this Agreement, the term or condition contained in the Merger Conditions shall prevail. If any provision contained in this Schedule 11 (and/or Section 11.6 of this Agreement) and any provision of the agreement entered into by Verizon and others on August 20, 1999 (in settlement of *MCI Worldcom, Inc. and AT&T Corp. v. Bell Atlantic Corp.*, FCC File No. EAD-99-0003), as

may be amended from time to time, and any collaborative proceedings or arbitrated decisions arising from that settlement agreement ("Settlement Agreement") cannot be reasonably construed or interpreted to avoid conflict, the terms of the Settlement Agreement shall prevail. Conflicts among this Schedule 11 (and/or Section 11.6 of this Agreement), the Settlement Agreement, and the Merger Conditions shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Settlement Agreement; (b) the Merger Conditions; and (c) this Schedule 11 (and/or Section 11.6 of this Agreement).

2.9 In ordering Services, Cavalier and Verizon will utilize standard industry order formats and data elements developed by the Alliance for Telecommunications Industry Solutions (ATIS), including without limitation the Ordering and Billing Forum (OBF); provided, however, Verizon shall not be required to implement a version of an industry standard or may modify its use of such industry standards subject to notice in accordance with the Change Management Process, as may be amended from time to time. Verizon may also modify its use of such industry standards (i) in order to be consistent with the terms of the Settlement Agreement; or (ii) consistent with any collaborative proceedings pursuant to the Merger Conditions. Furthermore, industry standards do not currently exist for the ordering of all Services. Therefore, until such standard industry order formats and data elements are developed by the OBF for a particular Service, Cavalier and Verizon will use the Change Management Process to agree on a format or data elements to be used to address the specific data requirements necessary for the ordering of those Services. When an OBF standard or format is subsequently adopted, the Parties will use such standard or format in lieu of any other standard or format, unless, pursuant to the Change Management Process, there is agreement to continue to use a non-OBF standard or format. Nothing in this Section 2.9 shall require Verizon to implement an industry standard prior to the time period required by the Merger Conditions or in a manner inconsistent with the Merger Conditions. Verizon reserves the right to establish non-standard Verizon OSS interfaces if required by law, regulation or collaborative proceeding.

3.0 Access to and Use of Verizon OSS

3.1 Verizon OSS may be accessed and used by Cavalier only to the extent necessary for Cavalier's access to and use of Verizon OSS Services pursuant to the Agreement.

3.2 Cavalier shall restrict access to and use of Verizon OSS to Cavalier. This Schedule 11 does not grant to Cavalier any right or license to grant sublicenses to other persons, or permission to other persons (except Cavalier's employees, agents and contractors, in accordance with Section 3.6 below), to access or use Verizon OSS.

3.3 Cavalier shall not (a) alter, modify or damage the Verizon OSS (including, but not limited to, Verizon software), (b) copy, remove, derive, reverse engineer, or decompile, software from the Verizon OSS, or (c) obtain access through Verizon OSS to Verizon databases, facilities, equipment, software, or systems, which are not offered for Cavalier's use under this Schedule 11.

3.4 Except as may be otherwise mutually agreed to by the Parties in writing, Cavalier shall comply with all practices and procedures established by Verizon for access to and use of Verizon OSS (including, but not limited to, Verizon practices and procedures with regard to security and use of access and user identification codes).

3.5 All practices and procedures for access to and use of Verizon OSS, and all access and user identification codes for Verizon OSS: (a) shall remain the property of Verizon; (b) shall be used by Cavalier only in connection with Cavalier's use of Verizon OSS permitted by this Schedule 11; (c) shall be treated by Cavalier as Confidential Information of Verizon pursuant to subsection 28.5 of the Agreement; and, (d) shall be destroyed or returned by Cavalier to Verizon upon the earlier of request by Verizon or the expiration or termination of the Agreement.

3.6 Cavalier's employees, agents and contractors may access and use Verizon OSS only to the extent necessary for Cavalier's access to and use of the Verizon OSS permitted by this Agreement. Any access to or use of Verizon OSS by Cavalier's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, subsection 28.5 thereof and Section 3.5 of this Schedule 11.

4.0 Verizon OSS Information

4.1 All Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Schedule 11, Cavalier shall acquire no rights in or to any Verizon OSS Information.

4.2 The provisions of this Section 4.2 shall apply to all Verizon OSS Information, except (a) Cavalier Call Detail Information, (b) CPNI of Cavalier, and (c) CPNI of a Verizon Customer or a Cavalier Customer, to the extent the Customer has authorized Cavalier to use the Customer Information.

4.2.1 Cavalier's employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for Cavalier's access to, and use and disclosure of, Verizon OSS Information permitted by this Schedule 11. Any access to, or use or disclosure of, Verizon OSS Information by Cavalier's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, subsection 28.5 of the Agreement.

4.2.2 Unless sooner terminated or suspended in accordance with the Agreement or this Schedule 11 (including, but not limited to, Section 22 of the Agreement), Cavalier's access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or termination of the Agreement. All Verizon OSS Information received by Cavalier shall be destroyed or returned by Cavalier to Verizon, upon expiration, suspension or termination of this Agreement.

5.0 Liabilities and Remedies

5.1 Cavalier agrees that Verizon may be irreparably injured by a breach of Sections 3 or 4 above by Cavalier or the employees, agents or contractors of Cavalier,

and that Verizon shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

6.0 Relation to Applicable Law

The provisions of Sections 3, 4 and 5 above shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by Verizon of any right with regard to protection of the confidentiality of the information of Verizon or Verizon Customers provided by Applicable Law.

7.0 Verizon Access to Information Related to Cavalier Customers

7.1 Verizon shall have the right to access, use and disclose information related to Cavalier Customers that is in Verizon's possession to the extent such access, use and/or disclosure has been authorized by the Cavalier Customer in the manner required by Applicable Law.

7.2 Upon request by Verizon, Cavalier shall negotiate in good faith and enter into a contract with Verizon, pursuant to which Verizon may obtain access to Cavalier's operations support systems (including, systems for pre-ordering, ordering/provisioning, maintenance and repair, and billing) and information contained in such systems, to permit Verizon to obtain information related to Cavalier Customers (as authorized by the applicable Cavalier Customer), to permit Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.

8.0 Application-to-Application Interface Testing for Ordering/Provisioning

8.1 The Parties shall conduct application-to-application interface testing prior to Cavalier's initial live access to Verizon OSS. Additionally, the Parties may agree to conduct application-to-application interface testing to test new releases of Verizon OSS software. Any application-to-application interface testing shall be pursuant to Verizon CLEC Test Environment (CTE) guidelines published by Verizon consistent with the Change Management Process. Application-to-application interface testing will allow for the testing of the systems, interfaces, and processes for the Ordering and Provisioning functions. If Cavalier wishes to conduct Friendlies-type application-to-application testing, the Parties shall negotiate a separate test agreement that addresses the terms and conditions applicable to such testing.

8.2 Notwithstanding any other provision of this Agreement, Cavalier shall not send any orders into production until such time that Cavalier has successfully completed testing in the Verizon CTE in Virginia except as otherwise mutually agreed to by the Parties. Cavalier agrees that it will only send orders into production containing features, services and/or elements for which it has successfully completed testing in Virginia in the Verizon CLEC Test Environment except as otherwise mutually agreed to by the Parties.

8.3 Prior to initial access to Verizon OSS, Cavalier will complete applicable user education classes, as offered by Verizon, for Verizon-provided interfaces. Such user education classes will be available in accordance with rates published by Verizon.

8.4 Cavalier agrees that personnel from other competitive Local Service Providers may be scheduled into any class. Class availability is first-come, first served.

8.5 Class dates will be in accordance with Verizon's published schedule. Special classes may be arranged as mutually agreed to by the Parties.

8.6 Cavalier agrees that Cavalier personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other Verizon system are strictly prohibited.

8.7 Nothing in this Section 8 shall require Verizon to offer non-scheduled user education classes to Cavalier except as may be mutually agreed to by the Parties or as otherwise generally offered to other CLECs.

9.0 Prices/Rates

9.1 Cavalier will pay Verizon for access to the Verizon OSS according to the prices set forth in Exhibit A (Pricing Schedule) of this Agreement or as otherwise determined by the Commission.

10.0 Local Account Maintenance

10.1 Where Verizon's existing PIC Change process currently supports the option of either having Verizon reject or process PIC changes requested by intraLATA toll or interLATA (or international, where applicable) carriers ("Carriers") on Cavalier's Customers' accounts, Cavalier may make its election regarding this option upon establishing its account with Verizon and on an as needed basis thereafter. In such case, if Cavalier elects to have Verizon reject these PIC changes under this option, or where Verizon does not currently support this option, Verizon shall so notify Carriers by creating the appropriate reject transaction record pursuant to Customer Account Record Exchange (CARE) record formats approved by the Ordering and Billing Forum (OBF).